

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: Police Date Submitted: 5/22/19 Return To: Kurt Clarke

(1) Indicate signature authority:

- ☐ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
- ☐ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[All Other Service Agreements with a Value of \$100,000 or Less]
- ☐ City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements including Confidentiality Agreements]
- ☒ City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991)
[Miscellaneous Agreements]
- ☐ Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- ☐ Other: _____

(2) Document: Ring LLC
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached** EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement: 
[SIGNATURE]

(5) **FINANCE DEPARTMENT** ☒ Not Applicable

Certified as to availability of funds: _____
[SIGNATURE]

Account Number to be charged: _____

a) Original Contract Amount/Change Order Contingency (*include prior amendment(s), if applicable*):
\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

b) All Previous Change Order Amounts (if applicable):
\$ _____

c) Current Amendment/Change Order Amount (if applicable):
\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

d) Total: \$ 0 cost [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) **CITY ATTORNEY'S OFFICE**

Approved as to form:  Date: 5/24/19
[CITY ATTORNEY/AUTHORITY COUNSEL]

City Attorney's Office Assignment Number: 19.0796

(7) **CITY CLERK'S OFFICE**

Attached: 1 original(s) 1 copy(ies) to dept

☒ Transmit the attached original / copy to contractor

☒ Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 6/6/19

CITY MANAGER REQUIRED INFORMATION

- (1) Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]

Ring has set up a law enforcement portal allowing officers to view posts/alerts from Ring users using an interactive map. The posts/alerts from Ring users notify other users in their area of suspicious activity, crimes captured by their devices, be on the look outs, etc. The posts/alerts are public, so there would not be a violation of any current laws (SB 178 CalECPA).

Another valuable tool for investigations is the ability to reach out to Ring users requesting video surveillance. This would give law enforcement the ability to reach out to users within a specified geographical area to request if they would provide their Ring surveillance video to law enforcement for investigations during a specific date and time. Often many Ring users will have cameras, but not post alerts, or they are unaware they may have video that could potentially assist law enforcement in keeping their community safe. Although this would be a supplement to our normal canvassing for surveillance cameras, it could save hours, if not days for investigators.

Access to the Ring law enforcement portal can also save time on investigations due to obtaining surveillance video consensually from Ring users. This would assist investigators with not having to submit preservation letters, writing search warrants, and waiting for Ring or the Ring user to produce the surveillance video (evidence).

Detectives can use Ring law enforcement portal on several cases they are investigating. The service Ring would provide is free and no other vendor provide such services.

- (2) Term of Agreement: _____
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

- (3) **VENDOR SELECTION PROCESS:** Check the box that describes how you selected the vendor:
Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

- ☐ Selection Process for Agreements with a value of \$50,000 or less
☐ Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

- ☐ Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities
☒ Other: ____ (i.e., sole source, licensed professional, etc.)

- (4) **HISTORY:**

Has the department retained the same contractor for similar services in last 5 years?

- ☐ YES [If yes, complete following] ☒ NO [If no, no further information required]

Term of Agreement: _____
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ Services are free

CMO USE ONLY
RECEIVED

JUN 05 2019

Office of the City Manager
City of Santa Clara



Neighbors by Ring
Memorandum of Understanding

This agreement is entered into this 3rd day of April, 2019 by and between Ring LLC ("Ring") and the City of Santa Clara Police Department ("Agency"), (collectively the "parties") and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as we work together to make Santa Clara ("City") neighborhoods safer.

- Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
 - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
 - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

Ring

- Make the Neighbors App available to City residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

Agency

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

Press Release

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

Term

Agency's participation in the program shall commence upon Agency's acceptance of these program terms. Either party may terminate Agency's participation in the program at any time by providing 30 days' written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days' written notice to Agency.

Privacy and Terms of Use

Ring will not provide any customer personal information, including video footage, to Agency without the prior

consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

Compensation

At no point shall either party receive compensation from each other as a result of this program.


Confidentiality

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

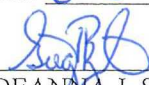
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



for BRIAN DOYLE
City Attorney

Dated: 6-6-19
 FOR

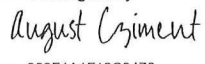
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"City"

RING CORPORATION
5/31/2019

Dated: _____
By: _____
(Signature of Person executing the Agreement on behalf of Contractor)
Name: August Cziment
Title: Director of Operations
Local Address: 1523 26th st, santa monica, ca 90404

"*Ring Corporation"

DocuSigned by:

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